

vvp
Hand-Delivered

FILED
CHARLOTTE, NC

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT NORTH
CAROLINA, CHARLOTTE DIVISION

APR 12 2021
US DISTRICT COURT
WESTERN DISTRICT OF NC

Aisha Mbabazi

Plaintiff

v.

Janae Nicole White
National General Insurance Co

Does I-XXX. Insurance co (to be added)
Defendants

Case No. 3:21-cv-00156

Hon. Judge: _____

Hon. Judge Magistrate : _____

PLAINTIFF' COMPLAINT

COMES NOW plaintiff Aicha Mbabazi alleges as follows:

I. PARTIES

1. Plaintiff Aisha Mbabazi is individual a citizen and resident of Charlotte, North Carolina, at 4843 Muskogee Drive Charlotte, NC 28212 and the Driver of the Car 2007 KIA insured on liability only with the National General Insurance.
2. Defendant Janae Nicole White is individual a citizen and resident of Georgia at 19255 Monroe drive NE Apt. 1135 Atlanta GA, 30324 and the driver of rental car with Unknown insurance company.

3. National General Insurance Company is plaintiff' Insurance company located at 5630 University PKWY, Winston Salem, NC 27105 and authorized to conduct insurance business by the secretary of state.
4. Does xxx-I are unknown defendants that should be added after discovery.
5. Plaintiffs are informed and believe, and thereon allege, that each of the defendants herein was, at all times relevant to this action, the agent, employee, representing partner, or joint venture of the remaining defendants and was acting within the course and scope of that relationship.

II. JURISDICTION AND VENUE

6. Jurisdiction is proper in this Federal Court under 28 USC 1332 notably, the 1332(a)(2). Section 1332(a) (1) as the insurance policy entered at Charlotte, and the collision happened at Charlotte, North Carolina and Defendant being the Citizen of Georgia State the diversity exists.

III. BACKGROUND OF THE DISPUTE

7. On January 15, 2021 while the Defendant and plaintiff policy still in force full force, the KIA Optima belonging to plaintiff Aisha Mbabazi was travelling east bound on Independence Boulevard (I- 74) from down town of Charlotte toward Matthews at the speed between 45 and 55 Mph when abruptly and brusquely the car driven by Defendant Ms. *Jenae Nicole White* registered at Illinois pulled out from Walmart trade center (secondary way) and streaked

my way into INDEPENDENCE Boulevard inducing a huge accident and plaintiff' car was totaled with all air bag deployed and plaintiff injured.

8. Plaintiff Aisha Mbabazi was hurt and rushed to the hospital by the Ambulance and could NOT give any testimony to the highway Patrol also Plaintiff Ms. Aisha Mbabazi is Congolese national and can speaks only KINGARWANDA, SWAHILI & FRENCH Languages with this huge language barrier she could NOT give her side of story to the officer Sanchez who astonishment wrote a ticket that plaintiff caused the accident while it is extremely clear that I was driving on independence Boulevard , the driver coming from Walmart parking failed to wait and observe the stop sign, did not pay attention to the other road user (due care) and caused this accident due to fault.

9. The police report is absolutely **mistaken, inaccurate** and misstatement that the car was in front of plaintiff while the true is that Defendant car merged from Walmart parking and blocked my way on the second band of Independence Boulevard, this Accident was solemnly occurred by the Driver Jenae Nicole White' fault who failed to stop or give a due care nor pay attention to the car in independence Boulevard.

10. Here the police report is just a Hearsay the police officer came 40 minutes later and did NOT have any direct knowledge (Plaintiff will work with the officer for the amendment of his hearsay with the interpreter help.) The police officer SANCHEZ did not personally observe the accident. (Subpoena will be requested on the discovery stage of the litigation.)

11. The plaintiff Aisha filed a claim No. 210022864 with her insurance Company National General Insurance Company and her insurance Company via a discourteous and arrogant adjuster Ms. Racheal Samuel (Tel 336-435-3856) not only refused to send me any document but also failed to investigate the inaccuracy of the police report thus refused to assist

12. Defendant National General Insurance Company has a duty to investigate, defend or indemnify victims hurt by its customer.

**FIRST CAUSE OF ACTION AGAINST INSURANCE COMPANY
(Breach of Insurance Contract)**

13. Plaintiff incorporates by reference paragraphs 1 through 11 of this Complaint, as if set forth herein. As of April 9, 2021 , The implied contract clearly does specify that The Kia optima stricken by Defendant **Janae White** will be repaired to its initial condition prior the accident

Defendants National General Insurance jointly or conjunctively has refused to truthfully and accurately investigate what had happened and has just rely on the Hearsay for ground to refuse to pay hospital bills and the totaled car to present at tow company. ; As result of that breach of implied contract plaintiff and passengers suffered monetary loss in the amount to be proven on trial.

**SECOND CAUSE OF ACTION
(Negligent Misrepresentation)**

14. Plaintiff incorporates by reference paragraphs 1 through 12 of this Complaint, as if set at all times material hereto, Defendant National General Insurance Co. and Ms. Jena White directly and indirectly, made knowingly and/or reckless false and misleading statements about its intent to pay benefits in Hearsay. As a direct and proximate result of Defendant's misrepresentations and/or omissions, Plaintiff has suffered significant financial loss to be proven during the trial and discoveries.

**THIRD CAUSE OF ACTION
(Misrepresentation and Falsification)**

15. Plaintiff incorporates the entire allegation set forth above as if fully restated herein 1-15 The plaintiffs further allege that: the acts and omission of Defendant Ms. Janae Nicole Write in failing to tell the all

truth to the police officer that she was coming from Walmart parking and she failed to pay attention on the traffic on Highway 74 of the misrepresentation and false information to the person empowered with the public enforcement authority, the discovery stage should reveal astonished information about her background.

16. That Defendant Ms. Jenae Nicole White [W]ilfully and [W]antonly refused to give a right version of this accident inducing in error the police officer Mr. Sanchez and giving the ground to her Insurance and my Insurance to deny all the total loss assessment and medical bills under fake pretenses and Hearsays.

PRAYER

17. As a direct and proximate result of the intentional Breach of Contract, negligence misrepresentation, and carelessness of the Defendant Jenae Nichole White, plaintiff Suffered a huge economic losses, pain and suffering, humiliation and other; All of the Plaintiff losses were, are and will be due solely to and by reason of the carelessness and negligence and misrepresentation of the Defendant Jenae Nichole White without any single negligence from plaintiff contributory

18. WHEREFORE, Plaintiffs, respectfully requests this Honorable Court to declare and adjudge the controversy as follows:

- A. Declare that Progressive Insurance has a duty to ruefully investigate damages including plaintiff Aisha Damage for the accident of January 15, 2021
- B. Determination that Defendant National General Insurance breached their contract with Plaintiff Aisha Mbabazi.
- C. Determination that Defendant Ms. Janae Nicole White has misrepresented facts surrounding this accident
- D. Ordered the Payment of Damages for Janae' misrepresentations and breach of contract sufficient to restore to Plaintiff bargained-for benefits of the contract, in an amount to be determined at trial.
- E. Interest to the extent allowed by law; and Such other and further relief as this court deems just and equitable.

Respectfully Submitted this April 9, 2021



Aisha Mbabazi Plaintiff Prose

Egavoki7@yahoo.com